

**STEPHEN S. DOBSON, III**

A Professional Association

Stephen S. Dobson, III  
Richard H. Smith

Attorneys and Counselors at Law  
610 North Duval Street  
Tallahassee, Florida 32301

Telephone (850) 224-2683  
Facsimile (850) 224-2283

Gary M. Ketchum, Of Counsel  
Millicent T. Lundgren, Paralegal

April 29, 2003

RECEIVED  
03 APR 29 PM 3:25  
LEON COUNTY  
ATTORNEY'S OFFICE

**VIA HAND DELIVERY**

Mr. Herbert W. A. Thiele  
County Attorney  
Board of County Commissioners  
301 South Monroe Street  
Tallahassee, Florida 32301

Re: *State of Florida v. Rudolph Maloy*; Case No. 2001-2042, 2002-0373, and Florida  
District Court of Appeal No. 1D02-1200

Dear Mr. Thiele:

Attached please find a copy of the contract executed by Commissioner Maloy for our firm to represent him in the above-referenced case. Additionally, this is the only correspondence that I had with Mr. Maloy during the course of our representation. I believe this encompasses all of the documents that you requested in your letter dated January 7, 2003. I will be contacting you shortly to schedule a meeting so that we can discuss this matter.

Sincerely,



Stephen S. Dobson, III

SSD/mtl  
Enclosure(s)

**STEPHEN S. DOBSON, III**

A Professional Association

Stephen S. Dobson, III  
Richard H. Smith

Attorneys and Counselors at Law  
610 North Duval Street  
Tallahassee, Florida 32301

Gary M. Ketchum, Of Counsel  
Millicent T. Lundgren, Paralegal

Telephone (850) 224-2683  
Facsimile (850) 224-2283

November 13, 2001

Mr. Rudolph Maloy  
2324 Napoleon Bonaparte Drive  
Tallahassee, Florida 32308

Re: Legal Representation Agreement

Dear Mr. Maloy:

I am pleased that you have decided to retain Stephen S. Dobson, III, P.A. to perform legal services on your behalf. This letter will set forth the terms of our agreement and explain the fees, costs, expenses and my authority to represent you. This agreement, from the time it shall take effect, shall supersede any and all prior agreements, whether claimed to be oral or in writing. No oral statement or prior written matters intrinsic to this agreement shall have any force or effect.

**PURPOSE OF AGREEMENT.** You have retained Stephen S. Dobson, III, P.A. to represent your interests in charges brought before the Second Judicial Circuit of Florida, Leon County Case No. R2001-2042. This agreement will be limited to efforts aimed towards that goal only. Any other matters, except those incidental to and necessarily included in that effort, will be subject to a separate agreement between us. Should there be additional charges brought by the State of Florida, an additional agreement for representation and fees will be necessary for those charges.

This agreement will end with a final disposition of these charges at the trial court level and will not include any services in connection with any retrial or appeal.

Charges arising in a county other than Leon County, Florida or other courts are not part of this agreement and shall be addressed by a separate agreement.

**ATTORNEY'S FEES.** There will be an initial \$50,000.00 non-refundable retainer fee for legal services. These funds (\$50,000.00) are non-refundable and fully earned upon receipt. Stephen S. Dobson, III, P.A. will bill against this initial \$50,000.00 at the following rates: \$300.00/per hour for attorney fees billed by Stephen S. Dobson, III and Gary M. Ketchum; \$225.00/per hour for attorney fees billed by Richard H. Smith; and \$75.00/per hour for paralegal fees. At the conclusion

Mr. Rudolph Maloy  
November 13, 2001  
Page 2

of the case, Rudolph Maloy agrees to pay any remaining balance of fees, expenses, costs, etc. that are owed. Should the fees exceed the \$50,000.00, Rudolph Maloy agrees to promptly pay any amount over the initial \$50,000.00 within thirty (30) days of receiving the final bill from Stephen S. Dobson, III, P.A.

The services you will receive may include time spent on your case by attorneys Stephen S. Dobson, III, Gary M. Ketchum, and Richard H. Smith, or our paralegal, Millicent Lundgren, including but not limited to court appearances, discovery, memoranda, correspondence, legal research, any travel time, telephone conferences, negotiations and all other work reasonably required to represent your interests in this matter. In the event you should be found guilty and you wish Stephen S. Dobson, III, P.A. to appeal the verdict or sentence, a separate fee will have to be agreed upon for our services in handling the appeal.

**COSTS.** Costs are not included as part of the attorney's fees listed above. Costs include such items as fees for service of process, court reporter costs, long distance telephone charges, travel and mileage expenses, courier fees, copying and printing charges, graphic illustrations, computer assisted research, postage, expert witness fees, investigative fees, and other costs incidental to effectively representing your interests in this matter. The costs will be billed to you on a monthly basis and you agree to render full payment of all costs within fifteen (15) days of the billing date.

**CLIENT'S REPRESENTATION CONCERNING FEES & COSTS.** Rudolph Maloy specifically represents that no monies which have been paid or will be paid, as either attorney's fees or costs, are derived directly or indirectly from any criminal or illegal activity. Rudolph Maloy also represents that none of these monies are subject to any forfeiture proceedings.

**COLLECTIONS.** In the unlikely event it becomes necessary for Stephen S. Dobson, III, P.A. to initiate collection procedures to collect any past due fees or costs under this contract, including lawsuits against you, Rudolph Maloy agrees to pay any and all additional attorney's fees and costs that may be expended in such collection efforts. While we recognize that such procedures would not be initiated except as a last resort, if it is necessary, you agree that venue for such a law suit would be in Leon County, Florida.

**DISCLAIMER OF WARRANTIES.** We have made no representations to you as to the outcome of this litigation. Any expressions that have been made by either attorney to you relative to this matter are opinion only.

**NON-RELIANCE.** We have made no representations to you and you have not relied upon any representations that are not specifically contained in this agreement.

Mr. Rudolph Maloy  
November 13, 2001  
Page 3


**CONTROLLING LAW.** The laws of the State of Florida shall govern the construction and interpretation of this agreement.

**ENTIRE UNDERSTANDING BETWEEN THE PARTIES.** This agreement is the entire understanding between you and Stephen S. Dobson, III, P.A., and it shall not be amended or modified except in writing signed by both parties.

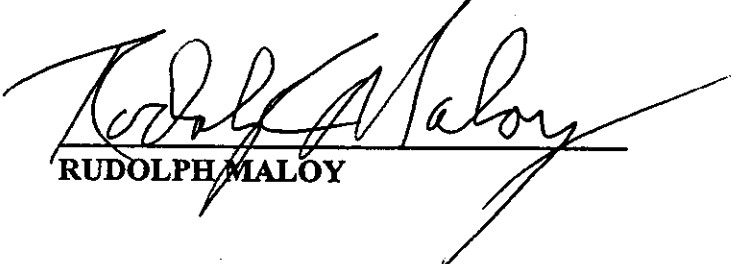
Your signature to this Agreement Letter signifies your acknowledgment, understanding and acceptance of these terms. Upon receipt of this signed agreement, Stephen S. Dobson, III, P.A. will continue its representation of your interests in this matter.

I appreciate your confidence, and assure you that we shall make every effort to render representation on your behalf in a diligent and professionally competent manner. If you are in agreement with the terms set forth in this Agreement, please sign and return the original and keep the enclosed copy for your records.

Sincerely yours,

  
STEPHEN S. DOBSON, III for  
STEPHEN S. DOBSON, III, P.A.

**ACKNOWLEDGED, UNDERSTOOD, ACCEPTED AND AGREED TO** on this 13<sup>th</sup>  
day of November, 2001.

  
RUDOLPH MALOY